IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

DUJUAN "DEZ" JOHNSON, *Plaintiff*,	§ § §	
v.	§ §	**CIVIL ACTION NO. 4:17-cv-00060**
MARRIOTT INTERNATIONAL, INC., d/b/a MARRIOTT, ***Defendant.***	§ § §	

PLAINTIFF'S ORIGINAL COMPLAINT AND JURY DEMAND

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

Plaintiff DuJuan "Dez" Johnson files this, his Original Complaint and Jury Demand against Defendant Marriott International, Inc., d/b/a Marriott. Marriott fired Mr. Johnson because of his race—African-American—and in retaliation for reporting race discrimination. Mr. Johnson was the only African-American bartender at the Texan Station Sports Bar at the Marriott Gaylord Texan hotel. He was repeatedly called "nigger" by drunk patrons. Despite Mr. Johnson's complaints, Marriott refused to follow its own policy, which calls for evicting such patrons. On or about December 31, 2015, Mr. Johnson was terminated for having an extra $2.05 in his cash register. On the other hand, similarly-situated white employees were not terminated despite having cash shortages of hundreds of dollars. Other evidence also exists demonstrating racial bias and retaliation by Marriott. In further support of his case, Plaintiff respectfully states as follows:

I. PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, DuJuan "Dez" Johnson, is an individual who resides in Tarrant County, Texas.
2. Marriott is a Delaware Corporation with its principal place of business in Maryland. Defendant may be served with process by serving its registered agent for service of process in Texas, Corporate Creations Network, Inc., at its registered address, 2425 W. Loop South #200 Houston, Texas 77027.
3. Personal jurisdiction over Defendant Marriott is appropriate because at all times relevant to Plaintiff's claims, Defendant Marriott was doing business in the State of Texas as defined by the Texas Long Arm Statute, contained in Section 17.042 of the Texas Civil Practice and Remedies Code, by recruiting Texas residents for employment inside the State of Texas through its various locations throughout the State of Texas including Defendant's location where Mr. Johnson was employed. Further, an exercise of jurisdiction will not offend traditional notions of fair play and substantial justice.
4. Defendant is an employer within the meaning of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq*., and the Civil Rights Act of 1866, as amended, 42 U.S.C. § 1981.
5. This Court has jurisdiction to hear the merits of the claims under 28 U.S.C. § 1331.Venue is proper in the district and division under 28 U.S.C. § 1391(b).

II. FACTUAL BACKGROUND

A. Mr. Johnson Worked as the Only African-American Bartender at Marriott's Hotel.

6. Mr. Johnson worked as a bartender at the Texan Station Sports Bar at Marriott's Gaylord Texan hotel in Grapevine, Texas, from 2008 to 2015.
7. Mr. Johnson was the only African-American bartender at this hotel.
8. During that time, Mr. Johnson experienced many changes in management.

B. General Manager Michael Speranza Demonstrated a Hostile Attitude toward Mr. Johnson. Despite Mr. Johnson's Complaints to Human Resources, Marriott took no Remedial Actions.

9. Michael Speranza became the general manager of the Texas Station Sports Bar in the Gaylord Texan hotel around early 2014 by Mr. Johnson's estimate.

10. Mr. Speranza demonstrated a markedly different and hostile attitude towards Mr. Johnson.

11. Mr. Speranza's hostile attitude manifested itself in hostile treatment of him.

12. Examples of Mr. Speranza's and Marriott's hostile treatment included: (a) shorting Mr. Johnson pay; (b) refusing to give him a raise when Mr. Johnson's review/evaluation merited one; (c) reprimanding him for sharing "micro cards" (a system used to track orders) while failing to reprimand other non-black bartenders; and (d) reducing Mr. Johnson's hours.

13. Mr. Johnson complained to human resources about the way in which Mr. Speranza was treating him.

14. Human resources never took remedial action regarding Mr. Johnson's complaints.

C. Mr. Johnson was Called "Nigger" Multiple Times by Hotel Patrons, but Marriott Refused to Evict These Patrons Despite its own Policy.

15. In two separate incidents of particular interest, the Gaylord Texan hotel refused to follow Marriott's company policy mandating the eviction of guests who use racial slurs.

16. On those two occasions, guests employed the racial epithet, nigger, against Mr. Johnson.

17. On both occasions, Marriott did not evict the guests from their rooms.

18. Human resources and/or management did not follow up with Mr. Johnson about these incidents.

D. Mr. Johnson Followed Standard Practices in Handling a Variance when Closing out

his Register on or about December 21, 2015.

19. On or about December 21, 2015, Mr. Johnson closed out his register at the end of his shift and found he was over by $102.05.

20. Marriott has a policy against bartenders having a variance in their cash register balance at the end of their shifts of more than $100.00.

21. Thus, Mr. Johnson exceeded the permitted variance by only $2.05.

22. This overage occurred as a result of the micro card system.

23. As was common practice among bartenders at the hotel, Mr. Johnson placed the extra money in an envelope, wrote the names of the team members who worked with him on that shift, and took it to give to the next shift.

24. Mr. Johnson also called the other bartender to inform him of this.

25. The bar manager that evening, Joe Painter, signed off on Mr. Johnson's "bank" as was standard practice.

E. Mr. Johnson was Suspended and then Terminated for his Actions, while Similarly-Situated White Employees with Much Large Discrepancies were not Terminated.

26. On or about December 28, 2015, Mr. Johnson received notice that Mr. Speranza was suspending him for incurring an overage on his shift on December 21, 2015.

27. The notice was rife with inaccuracies about the dates and times of the incident, indicating haste to suspend him.

28. Mr. Johnson believes the haste with which Mr. Speranza operated evidenced his ever-present desire to discriminate against Mr. Johnson.

29. Mr. Johnson attempted to appeal this suspension to human resources.

30. However, human resources never contacted him.

31. Instead, on or about December 31, 2015, Mr. Johnson was terminated.

32. Marriott told Mr. Johnson the reason for his termination was because he had failed to follow the company's cash handling policy.

33. However, all three bartenders on or about the evening of December 21, 2015, were violating Marriott's cash handling policy.

34. Mr. Johnson was the only one who was terminated for violating this policy, and Mr. Johnson was the only bartender who was African-American.

35. Mr. Johnson received different, negative treatment than similarly-situated Caucasian employees.

36. Furthermore, after Mr. Johnson's employment with Marriott ended, Mr. Johnson learned that a similarly-situated Caucasian worker who had lost $800.00 at the end of their shift was not terminated.

37. The true reason for Mr. Johnson's termination was race and color discrimination and retaliation for Mr. Johnson's complaints about being discriminated against.

III. CAUSES OF ACTION

A. Color and Race Discrimination in Violation of Title VII of the Civil Rights Act of 1964 and 42 U.S.C. § 1981.

38. Plaintiff re-alleges and incorporates the allegations contained in the above paragraphs as if fully stated herein.

39. As described above, Defendant's actions constitute unlawful discrimination on the basis of Plaintiff's race and color in violation of 42 U.S.C. §2000e-2(a) and 42 U.S.C. § 1981. The employment practices complained of above were intentional.

40. Plaintiff has satisfied all jurisdictional prerequisites in connection with his claims under Title VII and Section 1981.

41. As a result of Defendant's unlawful discrimination, Plaintiff has suffered and expects to

suffer pecuniary losses, including but not limited to, lost wages and other benefits associated with his employment.

42. As a result of Defendant's discrimination, Plaintiff has suffered non-pecuniary losses including, but not limited to emotional pain, suffering, inconvenience, personal humiliation, mental anguish, loss of enjoyment of life, and other non-pecuniary damages.

43. Defendant acted at all relevant times with malice and/or reckless indifference to Plaintiff's federal- and state-protected rights. Plaintiff therefore seeks punitive damages under 42 U.S.C. §§ 1981 and 1981a.

44. Additionally, Plaintiff seeks any and all equitable relief necessary to return him to the position that he would have been in but for Defendant's unlawful discrimination.

45. Defendant's actions referenced above have caused Plaintiff to retain the services of the undersigned counsel in order to pursue his state and federal rights in this action. Consequently, Plaintiff seeks attorneys' fees, expert costs, and other costs of suit under 42 U.S.C. § 1981 and 42 U.S.C. § 2000e-5(k).

B. Retaliation in Violation of Title VII of the Civil Rights Act of 1964 and 42 U.S.C. § 1981.

46. Plaintiff re-alleges and incorporates the allegations contained in the Paragraphs above as if fully stated herein.

47. Defendant intentionally retaliated against Plaintiff in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq*. and the Civil Rights Act of 1866, as amended, 42 U.S.C. § 1981 because of his protected activities.

48. As a result of the unlawful retaliatory actions of Defendant as described above, Plaintiff has suffered, and will continue to suffer, actual damages in the form of lost wages, medical and mental health costs, both past and future, and lost employment benefits, for

which he hereby sues.

49. As a result of Defendant's unlawful retaliation, Plaintiff has suffered compensatory damages by reason of emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, and other non-pecuniary damages, for which he hereby sues.

50. At all times relevant to this action, Defendant acted with malice or reckless indifference to Plaintiff's federally protected rights, thus entitling him to punitive damages, for which he hereby sues.

51. To redress the injuries sustained by Plaintiff on account of Defendant's retaliatory actions, Plaintiff has retained the undersigned counsel to represent him in this action. Plaintiff therefore seeks recovery of his reasonable attorneys' fees, experts' fees, and costs.

IV. JURY DEMAND

52. Plaintiff hereby makes a demand for a trial by jury on all issues, claims and defenses in this action.

V. PRAYER

53. WHEREFORE, Plaintiff DuJuan "Dez" Johnson respectfully requests that the above-named Defendant, be cited to appear in this matter and that, after jury trial by proof, he be awarded:

    i. Back pay, including but not limited to, lost wages (salary and commissions) and other employment benefits;

ii. Reinstatement to Plaintiff position of employment, equivalent position of employment, or the position of employment Plaintiff would have enjoyed but for the discrimination and retaliation;

iii. In the event that reinstatement is not feasible, front pay with respect to all pay and benefits Plaintiff would have received but for termination;

iv. Judgment against Defendant for compensatory damages including emotional pain, suffering, inconvenience, mental anguish, and loss of enjoyment of life;

v. Actual damages;

vi. Punitive damages;

vii. Judgment against Defendant for Plaintiff's reasonable attorneys' and experts' fees; and costs of suit; and

viii. Prejudgment and post-judgment interest as allowed by law;

ix. Such other and further legal and/or equitable relief to which Plaintiff may be justly entitled.

Respectfully submitted,

Date: January 20, 2017

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